

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

John P. Wells		CHAPTER 13
	<u>Debtor(s)</u>	
VW Credit, Inc.	<u>Movant</u>	
vs.		NO. 17-14750 MDC
John P. Wells	<u>Debtor(s)</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage held by the Movant on the Debtor's vehicle has been cured.
2. Debtor(s) shall maintain the following;
 - a). Maintenance of current monthly payments to the Movant thereafter.
3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Moving Party shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Moving Party may file a Certification of Default with the Court and the Court shall enter an Order granting the Moving Party relief from the automatic stay.
5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Moving Party shall file a Certification of Default with the court and the court shall enter an order⁷ granting the Moving party relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

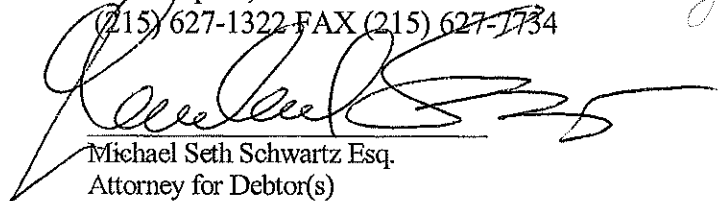
8. The provisions of this stipulation do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 13, 2017

By: Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-1734

Date: 12/14/17


Michael Seth Schwartz Esq.
Attorney for Debtor(s)

12/14/17
No Objection:
Magdelina D. Coleman
TRUSTEE *without prejudice to any trustee rights or remedies

Approved by the Court this 21st day of December, 2017. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Magdelina D. Coleman